

REQUEST FOR PROPOSALS

March 6, 2023

ADA PARATRANSIT SERVICES

Solicitation #2023-ADAParatransit-004

Proposal Due Date – April 12, 2023 - 10:00 AM CST (Central Standard Time)

Proposer's authorized signature is required below on this RFP. It shall constitute an acceptance of a contract that may result from this RFP.

Funding Source: Federal Transit Administration (FTA)

EXHIBIT A

PROPOSER'S SIGNATORY PAGE

Company Name <i>(Include Federal I.D. No.)</i>	
Address, City State & Zip	
Phone Number(s) <i>(main, cell & fax)</i>	
Addendum Acknowledgement	Acknowledge receipt of any addendums (if any) issued. Check CATS website and reflect here: #1 _____, #2 _____, #3 _____, #4 _____
Authorized Signature	<div style="text-align: right;">Date:</div>
Print Authorized Name & Title <i>Include E-mail Contact(s) Info</i>	

Proposer **MUST** sign and complete this signatory page "Exhibit A" and return with proposal submission. Failure to do so will result in the proposal being rejected. *Above signature must be original.*

Schedule of Events - Timeline & Due Dates

RFP - Solicitation #2023-ADAParatransit-004

Item/Events	Timeline & Due Dates
Public Notice - Official Journal and DBE Publication	March 6, 9 and 13, 2023
Sent via email to known list of vendors	March 6 and Continuous
Written Inquiries/Questions Due (preferred via email)	March 21, 2023
Anticipated Responses to Proposal Inquiries <i>(via addendum issued)</i>	March 31, 2023
Proposal Due Date/Deadline Receipt	10:00 AM (CST) April 12, 2023

CATS reserves the right to change the Schedule of Events - Timeline & Due Dates at any time.

IMPORTANT NOTICE TO PROPOSERS:

All responses to this Request for Proposals should be labeled as indicated and delivered or mailed to the address below.

Capital Area Transit System
Attn: CATS Procurement Department
2250 Florida Blvd.
Baton Rouge, LA 70802

Bottom Left Corner of Envelope/Package should indicate the following:

Proposing Company Name and Address
ADA Paratransit Services
Solicitation #2023-ADAParatransit-004
Due Date & Time: April 12, 2023 – 10:00 AM (CST)

Proposal Receipt & Location:

Proposals will be received until the time specified in the **Schedule of Events - Timeline & Due Dates** by CATS Procurement Department, **2250 Florida Blvd., Baton Rouge, LA 70802**. One original signed proposal must be submitted; **One (1) original and four (4) copies** and **one electronic copy** of the proposal on a CD or flash drive should be included in the package. These items should be sent via mail/courier in a sealed package bearing the name and address of the Proposer and the RFP Solicitation Number as indicated above in the Notice to Proposers. CATS will be accepting electronic bids via email at: catsprocurement@brcats.com – with a subject line: **Solicitation # title of bid**.

- The proposal delivery method is the responsibility of the proposer.
- CATS is not responsible for any delays caused by the proposers chosen means of delivery.

Late proposals will not be accepted under any circumstances. Failure to meet the opening date and time shall result in proposal rejection. Late proposal(s) will not be opened and will be rejected and considered non-responsive. The Proposer(s) will be notified via e-mail and given the opportunity to pick up rejected proposals. Late proposals not retrieved within four weeks will be destroyed.

Proposer is solely responsible for the timely delivery of the proposal and for ensuring that the delivery service (if mailed or courier) provides service to **2250 Florida Blvd. (*front reception office only*), Baton Rouge, LA 70802** between the hours of 8:00 a.m. and 4:00 p.m. (*Central Standard Time*) - Monday through Friday.

Proposer Inquiries – Questions and Answers (Q&A)

Proposers may submit written questions at any time up to the deadline reflected in the **Schedule of Events - Timeline & Due Dates**. Any explanations or responses desired by a Proposer regarding the meaning or interpretation of this solicitation must be requested in writing by email only on, or prior to, the deadline date. **Oral explanations, responses or instructions will not be binding unless CATS confirms them in writing.**

Proposer inquiries must be submitted via e-mail only to: catsprocurement@brcats.com – with a subject line: **Q&A Solicitation #2023-ADAParatransit-004**

Responses made by CATS will be in the form of written ADDENDA to the RFP. Any addenda issued will be furnished to all Proposers, via email, who have requested to receive Addenda information within the timeline reflected after the deadline date to receive questions. This Addendum will also be posted on CATS website at <https://www.brcats.com/page/procurement>.

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PART 1

GENERAL INFORMATION

A. Introduction and Background

The Capital Area Transit System, commonly referred to as CATS, provides bus service to residents of and visitors to Baton Rouge, Louisiana. CATS operates 25 bus lines, helping people get to the places where they live, work and play. The agency provides more than 2 million rides each year.

Federal Funding Award Assistance

Any contract awarded or to be awarded hereunder may be contingent upon a financial assistance contract between CATS and the US Department of Transportation (USDOT) and the Federal Transit Administration (FTA). It is contemplated that this project is being funded in part with FTA funding; therefore, Proposers must agree to comply with any and all provisions and regulations relative to that financial assistance contract(s).

B. Goals

In this RFP, CATS is not necessarily seeking the lowest price. Evaluations will be conducted based on a combination of expertise, production and price that is the most advantageous to CATS. For all of these reasons, this RFP requires Proposers to demonstrate their experience and expertise, to describe in detail the product and service they propose to deliver and to state how much the product and service will cost.

The DBE Participation Goal for CATS is 11% (eleven percent); all minority businesses are encouraged to participate.

Bidders are encouraged to utilize the services of minority and DBE-owned banks, and other financial institutions, when such institutions are available. Information about such institutions owned and controlled by economically and socially disadvantaged individuals can be requested from the DBE liaison officer: Cheri Soileau, Interim DBE Liaison Officer, phone: (225) 346-5544 or email to: csoileau@brcats.com.

It is the policy of CATS that disadvantaged business enterprises (DBEs) shall have equal opportunity to participate in the performance of this contract. In this regard all offerors shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts or subcontracts awarded as part of this procurement. Nonetheless, all minority businesses are encouraged to participate.

C. Proposal Transmittal and Due Date

Proposers shall submit proposals by the time specified in the **Schedule of Events - Timeline & Due Dates** (refer to *Exhibit A – page 1*). Late proposals will not be accepted under any circumstances. Failure to meet the opening date and time shall result in proposal rejection. Late proposal(s) will not be opened and will be rejected and considered non-responsive. The

Proposer(s) will be notified via e-mail and given the opportunity to pick up rejected proposals. Late proposals not retrieved within four weeks will be destroyed.

D. Proposer Inquiries – Questions & Answers (Q&A)

Proposers may submit written questions at any time up to the deadline date reflected in the **Schedule of Events/Timeline & Due Dates**. Any explanations or response desired by a Proposer regarding the meaning or interpretation of this solicitation must be requested in writing on or prior to the deadline date. Oral explanations, responses or instructions will not be binding.

Proposer inquiries must be submitted via e-mail only to: catsprocurement@brcats.com – with a subject line: **Q&A Solicitation #2023-ADAParatransit-004**

Responses made by CATS will be in the form of written ADDENDA to the solicitation. Any addenda issued will be furnished to all Proposers, via email, who have requested to receive Addenda information within the timeline reflected after the deadline date to receive questions. This Addendum will also be posted on CATS website at <https://www.brcats.com/page/procurement>.

E. Pre-Proposal Conference

No Pre-Proposal Conference is scheduled at this time. If one becomes necessary, an addendum to this RFP will be posted on the CATS website, and sent via email to Proposers who have requested to receive Addenda information.

F. Contract Period of Performance

It is the intention of CATS to secure a three (3) year contract for a firm to provide ADA Paratransit Services as specified in this RFP. Upon the completion of the initial contract period and mutual consent of CATS and the Contractor, this contract may be extended for two (2) additional twelve (12) month periods for a total of no more than five (5) years, depending on funding and other factors, including, but not limited to, CATS specific needs, community and customer needs.

G. Contract Award

CATS desires to award to a single Contractor consistent with the terms outlined herein. Proposers are **discouraged** from submitting their own standard terms and conditions with their submissions. The RFP, including any addenda and any new information acquired through presentations and/or discussion, and the proposal of the selected Contractor will become part of any contract initiated by CATS.

If, at any time, a Proposer is not responsive to CATS needs or requests, or if after due negotiations, the parties cannot agree to the terms of a contract, CATS shall have the right to negotiate with the other qualified proposers.

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of CATS. Changes to the contract may include, but are not limited to, any change in compensation; beginning/ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment or change order to the contract.

H. Response Format

A crucial aspect of this project is a detailed evaluation of each company including resources, experience and performance. This solicitation is designed to facilitate the evaluation and selection of a firm that is best able to achieve CATS objectives. Proposal packages should be based upon the desired scope of work, the proposal submission requirements of the RFP, and general instructions to Proposers.

Proposals submitted for consideration should follow the format and order of presentation described below:

a) Required Exhibit forms in this RFP

- **Exhibit A** – Signatory Page must be signed and submitted with proposal submission & Addendum should be Acknowledgement. Otherwise, the proposal shall be rejected.
- **Exhibit B** – Price Form must be completed and submitted with your proposal submission, under separate cover. Otherwise, the proposal may be rejected.
- **Exhibit C** – Document Checklist should be completed by vendor. (*Exhibit C does not need to be submitted with the proposal*)
- **Exhibit D** – Affidavit of Non-Collusion (*Exhibit D should be signed & submitted prior to award*)
- **Exhibit E** – Corporate Resolution (Should be signed and submitted prior to award)
- **Exhibit F** – Bidder's Organization

b) Proposer's Cover Letter – The Proposer's cover letter should reflect the Proposer's depth of understanding of the requested services as they relate to this project and approach to the project. It should contain a summary of Proposer's ability to provide the product and perform the services described in the RFP and enter into a contract with CATS. The cover letter should also contain the following:

- The name, title, address, phone numbers (including cell & fax), and e-mail(s) of the person(s) authorized to contractually obligate the Proposer
- Name and contact information for technical and contractual clarifications.

c) Signature and Proposal Submittal – By signing **Exhibit A** and submitting a proposal, the Proposer certifies compliance with the signature authority to bind a contract. The person signing the proposal must be a current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the Secretary of State; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority to bind. Proof of signature authority should be submitted with the proposal.

d) Table of Contents – The proposal should include a table of contents with **corresponding page numbers**. It should be organized in the order requested in this RFP. **NOTE:** Please be sure to number each and every page of your Proposal. *This is for easy reference for CATS Procurement and the Proposal Evaluation Committee (PEC).*

- e) **Background, Experience and Availability** of the Company and Personnel.
- f) **Methodology** – the overall approach to the project should be provided, along with specialized services that will be offered.
- g) **Schedule of Tasks** – Outlined the Scope of Work, along with meetings, deliverables, and approximate hours and staff required to complete the work.
- h) **Assigned Staff** – The Proposer shall designate and identify the project manager/team leader. The Proposer shall also designate and identify other individuals (if applicable) serving on the team and their position.
- i) **Proposer Qualifications and Experience** – Proposer's eligibility to respond to this solicitation is based on Proposer's ability to meet the requirements listed below. CATS, at its sole discretion, reserves the right to determine whether any Proposer meets the minimum eligibility standards, to determine whether a proposal is responsive, and to select a proposal which best serves its financial and program objectives. If a Proposer cannot meet all qualification requirements as stated herein, their proposal may be rejected without further consideration.

To have a proposal considered, Proposer must demonstrate qualifications in the following categories:

- j) **Company History & Background** – Provide a brief history of the organization including background information providing the type of equipment and service requested in the RFP. Indicate the length of time the company has been in business and number of employees. Indicate home office and/or branch office locations (if different).
- k) **Staff Experience and Qualifications** – Provide information indicating the Proposer's background and qualifications related to the service required.
- l) **References & Performance Record** – Proposers must include references of at least three (3) past clients. This should include examples of similar work indicating the responder's level of involvement in the project and the key personnel involved with the project. Provide demonstrated track record of acceptable performance on similar projects. The references should include company name, address, phone number(s), e-mail and contact person directly involved with the project.

PART 2

CATS TERMS & CONDITIONS

A. Assignment, Transfer of Interest

There shall be no assignment/transfer of interest or delegation of Contractor's rights, duties or responsibilities of the Contractor under the contract derived from this RFP without the prior written approval of CATS. The contract that will be derived from this RFP shall not be subcontracted except with the prior written consent of CATS. No such consent shall be construed as making CATS a party to such subcontract, or subjecting CATS to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the prime Contractor of its liability and obligation under this contract. All transactions with CATS must be through the prime Contractor.

B. Audit (Right to Audit)

The Contractor shall permit an authorized representative of CATS to periodically inspect and audit all data and records of the Contractor relating to his performance and/or obligations under this contract.

C. Binding (Proposal or Bid Binding)

All responses submitted in accordance with the terms and conditions of this RFP shall be binding upon the responder for a minimum of **one hundred twenty days (120)** after the RFP opening date.

D. CATS Rights

The subsequent contract from this RFP will be awarded to the proposer whose response will be most advantageous to CATS, with all factors considered.

1. CATS reserves the right to reject all of the proposals and to waive informalities and minor irregularities in the responses received, to issue subsequent requests for proposals, to cancel or change this request for proposals, and to, at any time, approve, disapprove, reduce, expand or cancel any or all of the work to be undertaken pursuant to this RFP without expense to CATS.
2. CATS reserves the right to terminate the contract if it is in the best interests of CATS, provided that payment will be made for CATS approved costs and services rendered up to the date of notice of termination, or as provided in the termination for convenience provisions found in this RFP.

E. Confidentiality of Solicitation Information

The following provisions will apply unless the CATS statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the CATS on Demand operations which are designated confidential by CATS and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to CATS. The identification of all such confidential data and

information as well as CATS procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by CATS in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by CATS to be adequate for the protection of CATS confidential information, such methods and procedures may be used, with the written consent of CATS, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

F. Changes/Addenda and Withdrawals

- 1) **CHANGES/ADDENDA:** Any/all changes to the RFP will be issued in the form of written addenda which will be posted on CATS website.
- 2) Vendors are encouraged to check the CATS website frequently for any possible addenda that may be issued to this RFP. CATS is not responsible for a proposer's failure to download any addenda documents required to complete this RFP.
- 3) The Proposer should complete and acknowledge receipt of all addenda(s) to the RFP by completing and submitting **Exhibit A – Proposer's Signatory Page**. By signing, the **PROPOSER** acknowledges receipt of **ALL** addenda which can be found on the CATS website at: <https://www.brcats.com/page/procurement>.

Responses received after the deadline designated in this RFP shall not be opened and will be considered non-responsive. The late proposer will be notified by telephone, email or US mail and given the opportunity to pick up the late proposal. Late proposals which are not picked up within four weeks will be destroyed.

- 4) CATS reserves the right to change the Schedule of Events - Timeline & Due Dates and/or issue addenda to the RFP at any time. CATS also reserves the right to cancel or re-issue this RFP.

Withdrawals: A proposer may withdraw a response that has been submitted at any time up to the RFP specified opening date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the CATS Procurement Manager. After the proposal receipt deadline, proposals may not be withdrawn for one hundred twenty (120) calendar days.

G. Contractor Responsibility

The Contractor shall be the sole point of contact regarding all products and services provided and payment of all charges resulting from this contract. Further, Contractor must agree as follows:

- Perform its duties as an independent Contractor and not as an employee of CATS;
- Assure that all applicable certifications, licenses and insurance shall remain current during the entire contract term.

H. Corporation Requirements

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor should have obtained a certificate of authority pursuant to R.S. 12:301-302 from the

Secretary of State of Louisiana. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor should ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana. Please file in accordance with the Louisiana Secretary of State:

<https://www.sos.la.gov/businessservices/searchforloisianabusinessfilings/pages/default.aspx>.

Any Contractor who is awarded a contract will be required to be registered with the Louisiana Secretary of State prior to award, and within 7-10 days of request by CATS.

I. Costs For Developing Solicitation

This RFP is not to be construed as a commitment of any kind, nor does it commit CATS to pay for any costs incurred in the submission of a proposal or for any cost incurred prior to the execution of a formal contract. CATS is not liable for any costs incurred by prospective Proposers, Vendors or Contractors prior to issuance of or entering into, a contract. Costs associated with developing the proposal, submission of electronic presentations and all other expenses incurred by the proposer in responding to the RFP are entirely the responsibility of the proposer, and shall not be reimbursed in any manner by CATS.

J. Definitions and Terminology

1. ADA – Americans With Disabilities Act
2. Authorized Signature – The person who is executing this contract on behalf of Proposer/Contractor who is authorized to bind a contract.
3. Bidder/Proposer/Contractor/Vendor – Any firm submitting a proposal or bid to CATS
4. CATS - Capital Area Transit System
5. Contract – The word “contract” shall be considered synonymous with the word “agreement”
6. Contractor – The word “contractor” shall be considered synonymous with the words “vendor, bidder, proposer”
7. DBE – Disadvantaged Business Enterprise
8. FTA – Federal Transit Administration
9. May - The term “may” denotes an advisory or permissible action
10. PEC – Proposal Evaluation Committee
11. RFQ – Request for Qualifications
12. RFP – Request for Proposals
13. Should – The term “should” denotes a desirable action
14. Sub-Contractor – A person or business who is awarded a portion of an existing contract by a principal or general contractor
15. Suitable – Type, material design, and method approved by CATS
16. UCP-DBE: Unified Certification Program – Disadvantaged Business Enterprise
17. USDOT – United States Department of Transportation
18. Will, Shall or Must – The terms “will/shall/must” denote mandatory requirements.

K. Equal Opportunity Employer (EEO)

CATS is an equal opportunity employer, and does not discriminate against anyone on the basis of race, sex, creed, color, religion, national origin, ancestry, reprisal, disability, sexual orientation, marital status or political affiliation.

L. Errors and Omissions

CATS will not be liable for errors in the RFP. Responders will not be allowed to alter RFP documents after the deadline for submission. CATS reserves the right to make corrections or clarifications due to patent errors identified in RFP by CATS or the responders. CATS reserves the right to request clarification or additional information from the responders.

M. Ethics

The State of Louisiana Code of Governmental Ethics places restrictions against conflict of interest and establishes guidelines to ensure that appropriate ethical standards are followed. If any question exists regarding potential violation of the Code of Ethics, Contractor should contact CATS Procurement Department prior to submission of this RFP. Any violation of the Code of Ethics shall be grounds for disqualification of Proposer or cancellation of contract.

N. Insurance Requirements – Required Coverage

Contractor shall procure, maintain, and keep in force, at Contractor's expense, the insurance coverage as required below and shall cause CATS to be an additional insured on all policies (except professional liability). Contractor shall provide Proof of Insurance to CATS prior to contract award. Proof of Insurance shall include an additional insured endorsement. For the duration of the Agreement and until all work under the Agreement is completed, Contractor shall have and maintain, at Contractor's sole expense, the following types of insurance and shall comply with all limits, terms and conditions of such insurance.

Commercial General and Umbrella Liability Insurance: Commercial General Liability (CGL) Insurance and, if necessary, Commercial Umbrella covering bodily injury and property damage. This insurance shall be written on standard ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. Combined single limit shall not be less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate.

1. Workers' Compensation: Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.
2. Automobile Liability: Automobile Liability insurance covering owned or non-owned vehicles. Combined single limit per occurrence shall not be less than \$1,000,000.
3. Professional Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Agreement, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$1,000,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000. If the Professional liability insurance required under this Agreement is arranged on a "claims made" basis "tail" coverage will be required at the

completion of this Agreement and for 24 months duration thereafter. Contractor shall be responsible for furnishing certification of “tail” coverage or continuous “claims made” liability coverage for 24 months following Agreement completion. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date of this Agreement.

4. Cyber Liability: Cyber liability insurance, including first-party costs, due to an electronic breach that compromises CATS confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.
5. Subcontractors: Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor’s Certificates at any time.

O. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless CATS, its officers, commissioners, directors, employees, agents, and assigns from and against any and all actual or alleged claims, any and all losses, damages, which include incidental, consequential, indemnity and special damages, expenses, including attorneys’ fees and costs of defense, fines and penalties and other liabilities that may be asserted by any person or entity that arises out of the fault or negligence of the Contractor, sub-contractor, partner, and any of their officers, directors, employees, agents and assigns respectively in carrying out their obligations under this agreement, which is caused by defective workmanship or materials in products manufactured or supplied by Contractor, or which arises out of Contractor’s failure to comply with any state or federal statute, law, regulation. Contractor shall have no indemnification liability under this section for any claims, damages, losses and expenses to the extent they arise out of or relate to the negligent acts or omissions or willful misconduct of CATS.

P. Law Governing

All disputes concerning the solicitation and award of this contract will be subject to, governed by, and construed according to CATS procurement protest procedure and the laws of the state of Louisiana. The proper venue for any dispute shall be the 19th Judicial District court for the Parish of East Baton Rouge.

Q. Liability Disclaimer

In the absence of a written provision in the contract with the successful Proposer specifically stating otherwise, CATS shall not hold harmless or indemnify any Contractor for any liability whatsoever.

R. Material in Solicitation

Proposals shall be based only on the material contained in this solicitation. The solicitation

addenda includes official responses to questions and other material, which may be provided by CATS pursuant to the solicitation.

S. Ownership of Documents/Records

CATS shall acquire sole ownership of all work products arising out of, or related to, the Contractor's performance hereunder. CATS retains ownership of all documents, drawings, specifications, etc., furnished by or in connection with this Contract. The Contractor must request in writing and receive written approval from CATS prior to using any documents in connection with this Contract.

T. Ownership of Solicitation

All materials submitted in response to this solicitation become the property of CATS. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by CATS and not returned to proposers, unless it is a late proposal, in accordance with "Proposal Transmittal and Due Date" section in this solicitation.

U. Patent and Copyright Infringement (*with indemnification language*)

Contractor shall, at its own sole expense, indemnify, defend and hold harmless, Capital Area Transit System ("CATS"), its agents, employees, officers, directors, subcontractors, and their successors and assigns against all claims, demands, suits, actions, proceedings, investigations, damages, settlements, costs and expenses (including all reasonable costs or expenses of all proceedings, and including attorneys', experts' and witness fees), arising from or relating to any actual or alleged infringement or violation of any patent, copyright, trademark, trade secrets, or other intellectual property right of a third party. In the event of any action or threatened action, Contractor shall promptly notify CATS of such action or threatened action. The indemnification obligations contained in this Article shall survive the expiration or termination of this Agreement.

V. Payment and Invoicing Procedures

Advance or down payments of any kind will not be made. Federal and State law requires proof of the materials having been furnished, the services rendered or the labor performed as described, before payment is made.

1. Following Intent to Award notice, CATS and the successful Contractor will enter into a separate contract which will include a detailed payment schedule.
2. CATS Payment Terms in general are Net 30 after receipt of approved invoice.

Invoices: At a minimum, all invoices must include the following information:

1. project name and purchase order number;
2. detailed itemized description of items and amount to be paid;
3. date(s) of service(s)/deliveries made.

W. Permits, Licenses & Taxes

The contractor shall furnish all necessary permits, licenses and certificates and comply with all laws or ordinances specific to providing graphic design services as reflected in this RFP.

X. Rejection (Right to Reject)

Issuance of this RFP in no way constitutes a commitment by CATS to award a contract. CATS shall have the right to reject all of the proposals received and to waive irregularities and informalities.

Y. CATS Protest Procedures (*applicable to FTA Funded Projects only*)

Any protest concerning the issuance, form, contents or interpretation of a request for proposals, bid solicitation, or request for a quotation of price and other terms, must be filed in writing to CATS Procurement, via email to: catsprocurement@brcats.com, prior to ten (10) calendar days before the date the response is due. If not filed timely, all such protests shall be deemed to have been waived. Any protest concerning CATS evaluation of submitted proposals, bids or the award of a contract must be filed in writing with the President of CATS Board no later than six (6) calendar days after the contract award.

All protests shall state specific reasons for the protest and shall provide a physical address, an electronic mailing address, a fax number if available and a telephone number through which the protester can be notified. As soon as possible after the receipt of the protest, the President shall contact a person designated by the President to decide upon the merits of the protest. Except as otherwise provided in this protest procedure statement, the decision of the designated person shall be final. The designated person shall contact both the CATS official in charge of the procurement and the protestor and shall arrange an opportunity for both parties to submit written or oral arguments to the designated person. The designated person may attempt to arrange a telephone or personal conference at which both parties can be heard or can appear, but shall not be required to do so.

PROTESTS, CHANGES AND MODIFICATIONS, DISPUTES, CLAIMS, LITIGATION,
AND SETTLEMENTS, FTA 2 CFR 200 (as of December 26, 2014)

EXHIBIT B

PRICE PROPOSAL FORM

Solicitation #2023-ADAParatransit-004

This **Exhibit B** must be **signed** and completed and submitted with your proposal submission.
Otherwise, the proposal shall be rejected. ***Please submit under separate Cover.***

	Year 1	Year 2	Year 3	3-Year Total
Total Base Price for Turnkey Scope of Work	\$			
For informational purposes only				
Drivers & Staff	\$	\$	\$	\$
Vehicles	\$	\$	\$	\$
Insurance	\$	\$	\$	\$
Maintenance	\$	\$	\$	\$
Facility	\$	\$	\$	\$
Estimated Service Hours Rate (approximately 50,000 hours)	\$	\$	\$	\$
Company Name				
Address, City, State & Zip				
Phone / Cell / Fax				
Email Contacts				
Individual Name & Title				
Authorized Signature				Date:

EXHIBIT C

CHECKLIST OF INCLUDED DOCUMENTS

Exhibit C – Checklist of Included Documents – A list of included items to be submitted with your proposal. This checklist was created for the proposing company in an effort to assist the vendor and ensure that the required documents are submitted with your proposal and/or bid.

Please contact CATS Procurement at: catsprocurement@brcats.com for any questions or concerns as to what needs to be submitted.

Item #	Checklist of included Documents	Check Here
1.	Proposer's Signatory Page Completed - Exhibit A – page 1 coversheet (<i>must be signed and returned with proposal</i>)	
2.	Acknowledgement of all Addendums - Exhibit A - page 1 (<i>check and acknowledge receipt of any addendums</i>)	
3.	Pricing Form (Fees/Costs) - Exhibit B (<i>must be completed and returned under separate cover, in a sealed package, with proposal</i>)	
4.	Affidavit of Non-Collusion - Exhibit D (<i>should be signed & submitted prior to award</i>)	
5.	Corporate Resolution – Exhibit E (<i>should be signed and submitted prior to award</i>)	
6.	Bidders Organization form – Exhibit F (<i>should be included with proposal</i>)	
7.	Vendor's Proposal Response Package with any miscellaneous attachments and/or other literature supporting the submission	

EXHIBIT D

AFFIDAVIT OF NON-COLLUSION Solicitation #2023-ADAParatransit-004

I hereby swear (or affirm) under penalty for perjury:

1. That I am the proposer (if the proposer is an individual), a partner in the proposal (if the proposer is a partnership), or an officer or employee of the proposing corporation having the authority to sign on behalf (if the proposer is a corporation);
2. That the attached proposal has been arrived at by the proposer independently, and has been submitted without collusion, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent proposing or competition;
3. That the contents of the proposal have not been communicated by the proposer or its employees or agents to any person not an employee or agent of the proposer or its surety or any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposals; and
4. That I have fully informed myself regarding the accuracy of the statement made in the affidavit.

Company/Firm Name	
Address (City, State, Zip)	
Authorized by:	
Signature:	
Title:	
Date:	

Subscribed and sworn to me this _____ day of _____, 20 ____ .

Notary Public

My commission expires _____, 20 ____ .

EXHIBIT E

CORPORATE RESOLUTION

A meeting of the Board of Directors of _____,
a corporation organized under the laws of the State of _____ and
domiciled in _____ was held this ____ day of _____ 20____ and
was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and after discussion was unanimously adopted by
said quorum:

BE IT RESOLVED, that _____ is hereby
authorized to submit proposals and execute agreements on behalf of this corporation with the Capital Area
Transit System.

BE IT FURTHER RESOLVED, that said authorization and appointment shall remain in full force and effect,
unless revoked by resolution of this Board of Directors and that said revocation will not take effect until
the Procurement Director of Capital Area Transit System, shall have been furnished a copy of said
resolution, duly certified.

I, _____, hereby certify that I am the Secretary of _____
a corporation created under the laws of the State of _____ domiciled in _____
that the foregoing is a true and exact copy of a resolution adopted by a quorum of the Board of
Directors of said corporation at a meeting legally called and held on the ____ day of _____
20____, as said resolution appears of record in the Official Minutes of the Board of Directors in my
possession. This ____ day of _____, 20____.

SECRETARY

EXHIBIT F

BIDDER'S ORGANIZATION

(If the bid is by a joint venture all parties to the bid must complete this form:

BIDDER IS:

AN INDIVIDUAL:

Individual's Name: _____

Doing business as: _____

Address: _____

Telephone No.: _____ Fax No.: _____

A PARTNERSHIP

Firm Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A LIMITED LIABILITY COMPANY

Company Name: _____

Address: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: _____ Fax No.: _____

A CORPORATION IF BID IS BY A CORPORATION, THE CORPORATE RESOLUTION MUST BE SUBMITTED WITH BID.

Corporation Name: _____

Address: _____

State of Incorporation: _____

Name of person authorized to sign: _____

Title: _____

Telephone No.: Fax No.: _____

PART 3

EVALUATION SELECTION PROCESS

All proposal responses are subject to evaluation by the CATS Proposal Evaluation Committee (PEC) established for the purpose of selecting a firm(s) to whom CATS shall award a contract. CATS will evaluate each proposal submitted in response to this RFP to determine the most responsive and responsible proposer. CATS seeks the proposer offering the best value, while maintaining a high standard and best meeting CATS objectives, as described in this RFP. However, CATS retains the sole discretion to choose one proposal or to reject all proposals.

The PEC will be comprised of members who have expertise in various aspects of the solicitation requirements. Proposals shall be evaluated utilizing the stated evaluation criteria as reflected in the table below.

Under no circumstances will any PEC member be allowed to discuss or provide information of any type regarding the evaluations to anyone who is not a member of the committee. Any attempt to communicate or contact a PEC member may result in the disqualification of a proposal.

A written award recommendation shall be made by CATS based on the PEC findings for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to CATS, price and other factors considered.

#	PARATRANSIT SERVICES EVALUATION CRITERIA	POINTS
1.	Understanding and Approach to the Project, Service Plan, and Implementation Schedule – General overall proposed operations of the Paratransit services requested and an implementation timeline schedule, including innovative ideas conveyed in the proposal.	25
2.	Qualifications & Experience of Contractor(s) and Key Personnel Assigned - Demonstrated ability to effectively deliver the required ADA-Para-Transit Demand Response Services. <i>To support evaluation in this area, the contractor should submit a sampling of representative applicable projects demonstrating the contractor's qualifications and previous experience providing para-transit services and relevant experience for the individual(s) and key personnel who will act in the primary professional capacities of this contract (also applicable to subcontractors engaged for all or part of this engagement)</i>	25
3.	Technical Capacity –Ability to perform as evidenced by contractor's ownership and/or access to resources, employees, staffing plan, training, technical experience, and other service quality programs.	25
4.	References and Contractors Financial Strength and Viability (audited financial statement)	10
5.	Cost Proposal Reasonableness / Price & Fee Schedule – PEC Comments: The following financial criteria will be evaluated: The lowest cost price scored will receive the high score in the points of this criteria. All other vendors evaluated will follow the below scoring. A proposer's base cost score (BCS) will be based on the cost information proposed and computed as follows: $BCS = (LPC / PC \times MAP)$ WHERE: $BCS =$ COMPUTED COST SCORE (POINTS) FOR PROPOSER BEING EVALUATED $LPC =$ LOWEST PROPOSED COST OF ALL (RESPONSIVE) PROPOSERS $PC =$ TOTAL COST OF PROPOSER BEING EVALUATED $MAP =$ MAXIMUM ALLOWED POINTS (15)	15
CATS will evaluate each proposal on the basis of the above criteria, which is set forth in order of importance. As shown in the above schedule, the total maximum score for each proposal is 100 points.		100
TOTAL Maximum Score = 100		

PART 4

SCOPE OF WORK

- A. **BACKGROUND/ CURRENT SERVICES PROVIDED:** CATS contracted Para-Transit Services is currently being provided by MV Transportation. This services contract is currently scheduled to end in May 2023.
- 1) MV Transportation currently uses Trapeze software to schedules trips.
 - 2) CATS Paratransit Service provides curb-to-curb shared transportation to persons with disabilities residing in CATS on Demand services area and serves destinations within $\frac{3}{4}$ mile of fixed-route bus service operated by CATS.
 - 3) Pre-registration certification **by CATS** for these persons is required in order to ensure the passengers ADA Para-Transit eligibility.
 - 4) CATS Paratransit operations service hours are:
 - Monday-Friday: 5:00 a.m. - 10:30 p.m.
 - Saturday: 5:00 a.m. - 9:45 p.m.
 - Sunday: 5:30 a.m. - 8:45 p.m.
 - 5) Paratransit service is not available on the following holidays: Thanksgiving Day, and Christmas Day. Fares are \$1.75 per person per ride/per trip.
- B. **CATS OBJECTIVES:** CATS is seeking a contract for Management and Operation of **CATS ADA Paratransit Services**. Services are anticipated to begin on **June 1, 2023**. The successful proposing company (hereinafter referred to as the “CONTRACTOR”) will be responsible for all aspects of management, and operations with the exception of:
- policy development and planning;
 - provision of paratransit service vehicles;
 - marketing and public information;
 - certification of ADA Paratransit Eligibility.

The awarded contractor shall fulfill the following objectives and requirements:

- 1) Any and all equipment and supplies furnished by CATS to the Contractor shall be used solely for CATS ADA Paratransit Services and are to be returned upon termination of the contract, unless they are consumed during operation.
- 2) **Overview of ADA Act of 1990 / Paratransit Services** On September 6, 1991, the US Department of Transportation published final regulations implementing certain provisions of the **Americans with Disabilities Act of 1990** (ADA). Included in the regulation was a requirement that public entities operating fixed-route transportation services for the general public also provide complementary paratransit services to persons unable to use the fixed-route system. The regulations specify the following:
 - When service is required;
 - Eligibility criteria for ADA paratransit passengers;

- The level of service which must be provided; and
 - Standards for certain aspects of operation.
- 3) In all aspects of the design, operation, and performance of ADA Paratransit Services, it is the intent of CATS to maintain full compliance with the requirements of the Americans with Disabilities Act (ADA). In this regard, the Contractor shall implement the policies and procedures of CATS in meeting the requirements of the ADA and shall carry out its responsibilities under this Contract and work cooperatively with CATS to ensure full ADA compliance. CATS ADA requirements can be found at: https://www.ada.gov/ada_req_ta.htm.
 - 4) In addition to the American with Disabilities Act, the CONTRACTOR shall be in compliance with all applicable Federal, State and Local regulations and requirements
 - 5) It is the intent of CATS that there are no denials of requests for service as defined by the ADA.
 - 6) Within the scope of this Agreement and the ADA regulations, and at no additional cost to CATS, the Contractor is expected to be innovative in their operation and management of service to ensure that no trip requests are denied. Proposers are encouraged to describe proposed innovative service delivery arrangements to ensure ADA compliance. Such arrangements might include use of shared-ride, accessible taxis and/or contracting with social service transportation providers. All innovative service delivery arrangements must be authorized by CATS.
 - 7) At contract termination, the Contractor must provide all records to CATS in a useable format (flash drive or CD).

C. CONTRACT / PERFORMANCE PERIOD: The Contract Performance Period will be effective for an **initial term of three (3) years** beginning with the acceptance of an award of contract. The anticipated start date is June 1, 2023. After the initial term of three (3) years, at the option of CATS and mutual agreement with Contractor, there may be renewal options available for up to two (2) successive one (1) year renewal periods. At the written request of the vendor at least 60 days prior to the end of the renewal period, CATS may consider a price adjustment after the first 3 years of the contract based on the Producer Price Indexes (PPI) at time of renewal. (See Bureau of Labor Statistics Data – PPI tables <http://www.bls.gov/ppi/#tables>). Prices must remain firm for the initial 3-year term.

During the period of performance, the Contractor will perform the following services:

- 1) Contractor will provide “standard Paratransit trips” for which Contractor will take customer trip reservations at least 24-hours in advance, but not more than 7 days in advance. Same-day reservations are not to be accepted.
- 2) Reservations will be accepted from 8:00 a.m. to 4:30 p.m., Monday through Friday.
- 3) Contractor must also provide a means to accept messages by telephone during off hours.
- 4) Contractor will provide a scheduler to review the next day’s trips to ensure service efficiency and compliance with CATS policies on ride times. The designated scheduler must also provide CATS with a copy of the Daily Manifest. On the day of service, Contractor will dispatch and provide the scheduled rides. Contractor will be responsible for handling any questions from the passengers about provision of service, including policies, fares and vehicle arrival and departure times. CATS on Demand services policy can be found at this link: <https://www.brcats.com/page/cats-on-demand>.
- 5) The Proposal must state a sufficient number of Paratransit Operators, plus additional “back-up” operators, to operate the number of vehicles necessary to meet daily service demands. A zero tolerance is in effect for denial of a “reservation trip” request.

- 6) CATS will have ten (10) vehicles to add in the Paratransit on Demand service. This number could change during the contract, and Contractor will be notified if so. CATS will expect the Contractor to provide the remaining vehicles for this service.
- 7) Contractor will prepare and provide all monthly management and operations reports required by CATS to meet all State and Federal ADA Paratransit reporting requirements. All required reports will be submitted to CATS within 10 business days of the end of the reporting months.
8. Contractor will meet on a regular basis with CATS ADA Manager to discuss and resolve operational challenges and policy support that Contractor may require from CATS to operate a productive and high-quality service, while effectively managing demand and revenue hours. A meeting schedule will be developed at CATS discretion.
9. Contractor will prepare and provide all monthly management and operations reports required by CATS to meet all CATS, State and Federal transit reporting requirements. All required reports will be submitted to CATS within 10 days of the end of the reporting months.

D. CATS PARATRANSIT RIGHTS AND RESPONSIBILITIES

1. **PLANNING:** CATS will have the exclusive right to plan the general operation of CATS Paratransit system, including, but not necessarily limited to, the right to determine and modify from time to time the following matters:
 - a) Service delivery parameters including routes, trip assignment policies and stop locations
 - b) Times of day services are to be rendered
 - c) Service areas in which Paratransit service is to operate
 - d) Data collection and data reporting procedures and formats, preparation of planning documents, budgets, grant applications and related documentation
 - e) Advertising, promotion, public information, and customer feedback process
 - f) Performance standards to which Contractor shall either strive to achieve or be held responsible by CATS within reason.
 - g) Introduce and implement supplemental service contract(s) to provide backup capacity on an as required basis. (For example, in the event of break-downs, accidents, paratransit vehicles running late, unavailability of Contractor Operators, or peak overloads). Supplemental contracts would be considered in close consultation with Contractor. Supplemental service Contractors could serve as Contractors directly to CATS or as a subcontractor to Contractor.
2. **OPERATIONS & MANAGEMENT SUPERVISION:** CATS reserves certain rights with respect to oversight and monitoring of the performance of Contractor as follows:
 - a) CATS reserves the right to monitor the process by which records and reports, as required by CATS and the contract, are developed, maintained and retained by Contractor.
 - b) CATS reserves the right to monitor the performance and conduct of employees performing the duties related to the provision of Paratransit service, as required by CATS and the contract.
 - c) CATS may install on any vehicles any equipment or accessories deemed necessary or appropriate by CATS, such as video equipment, to monitor the quality of service delivered by Contractor.
 - d) CATS will establish written operational rules with Contractor that are reasonable for the operation of the Paratransit system. To help ensure that the service delivered by Contractor is in compliance

- with the ADA and the terms of the Contract, and the operational rules may be amended with any changes to any state/federal laws governing paratransit service.
- e) CATS may require daily manual passenger counts and/or other special counts/surveys to be conducted by vehicle operators or other appropriate staff, per applicable state and federal regulations (i.e., NTD).
 - f) CATS will require that Contractor complete all operations, management, and/or performance reports required by federal (NTD) regulations governing Paratransit service and the use of applicable equipment/vehicles for its provision, unless otherwise directed by CATS. Reports must be submitted to CATS within the first ten (10) days of each month. Retention of all materials required for completing such reports must be maintained by Contractor for at least five (5) years from the expiration/termination date of the contract. CATS shall inform Contractor of key deadlines for submitting required reports prior to the effective date of the Contract and reserve the right to change the dates with reasonable, prior notice.
 - g) CATS reserves the right to reject any subcontractors proposed or utilized by Contractor to carry out the terms of the Contract.
3. **EQUIPMENT:** CATS shall provide Contractor with up to 10 vehicles. These vehicles and their associated equipment shall be used only in activities directly related to CATS Paratransit on Demand services under this contract, unless otherwise authorized in writing by CATS.
- a) Contractor is expected to equip all vehicles with radio communications as indicated above.
 - b) CATS will require that Contractor be responsible to provide for the safe and secure collection of fares onboard paratransit vehicles. CONTRACTOR shall record all fares collected, deposited weekly and provide monthly proof of deposit to CATS. CATS reserves the right to perform periodic audits to ensure fares are collected and secured properly, and to confirm reconciliation of the record of fares collected and deposited.
4. **PUBLIC INFORMATION SYSTEM:** CATS will assume all responsibility for the following:
- a) Printing, obtaining and producing brochures, and like materials required for the operation of ADA paratransit service, and;
 - b) Promotions, advertising and public outreach efforts.
 - c) CATS will be responsible for the preparation, placement, scheduling and costs for all advertising and promotional materials designed to inform CATS on Demand operations and to promote ridership.
 - d) Contractor shall distribute and disseminate such materials under the direction of CATS.
 - e) CATS actively solicits information from customers for the purpose of continually improving customer satisfaction with CATS on Demand services.
 - f) Contractor's Project Manager shall attend meetings scheduled by CATS to solicit feedback from customers as well as any other meetings as required by CATS. A designated representative may attend on occasion, in place of the Project Manager, with prior approval from CATS.
5. **MODIFICATION OF SERVICE AND FARES** –
- a) CATS will give thirty (30) days prior written notice to Contractor from the effective date of a modification to the fare or service delivery structure.

- b) In the event of an emergency or natural disaster as declared by the City of Baton Rouge, the State of Louisiana, or by CATS, the 30-day provision shall not apply, and Contractor shall use its best efforts to modify the existing service or provide additional service as requested and directed by appropriate CATS emergency response officials to respond effectively to the emergency.

6. ADVERTISING:

- a) CATS may utilize the interior of all vehicles used to provide service under this contract for the display of any written or printed advertising, promotional material, or public information notices at CATS's sole cost.
- b) Contractor will display only CATS-issued material on either the interior of CATS vehicles.
- c) No advertising or other material is to be displayed on the exterior of vehicles used to provide service under this contract.

7. SERVICE MONITORING

- a) CATS may make unannounced spot check rides on paratransit vehicles. While performing such checks, authorized CATS staff will be able to ride the paratransit vehicles free of charge with proper identification, if space is available.
- b) Spot checks will be used for evaluating the Contractor's performance, checking conformance to pick-up schedules, collecting ridership data, and reviewing route performance, as necessary.
- c) Contractor agrees to cooperate with CATS by arranging scheduled spot rides at CATS' request.
- d) CATS shall also conduct, at its discretion, any number of observations of the reservation and dispatch functions.
- e) Contractor is also expected to implement an on-going system of performance monitoring in order to ensure service quality. Such activities should include both observed and unobserved road evaluations conducted by a member of the Contractor's management or supervisory staff. Contractor may also utilize external resources to assist with the monitoring of service quality. Contractor shall describe in detail in its Proposal response its plans for the provision of these service-monitoring activities. A monthly report should include the number of checks, when they took place, and the results.

E. CONTRACTOR'S RIGHTS AND RESPONSIBILITIES – PARATRANSIT OPERATIONS

- 1. **SERVICES PROVIDED BY CONTRACTOR:** Contractor shall perform the duties and accept the responsibilities set forth below in connection with its operation of CATS Paratransit Services. The omission of a duty or responsibility herein below shall not relieve Contractor of its obligation to perform such duty or accept such responsibility, so long as it is usual, customary, and generally accepted within the public transportation industry as being an integral element of operating a paratransit system of a kind and character such as CATS.

- a) Contractor shall provide the necessary management, technical, and operating services for the operation of CATS Paratransit Services as specified by CATS.
- b) Contractor shall assist and cooperate with CATS in meeting the objectives of providing quality ADA paratransit services. Contractor shall establish and maintain close liaison activities, coordination, and cooperation with CATS on matters relating to operations, monitoring, reporting and service performance measurements.

- c) Contractor shall provide CATS with access to the scheduling and dispatch software systems used by Contractor for the purpose of updating and maintaining a database of ADA-eligible riders certified by CATS. Contractor shall also provide access to two User License.
 - d) All facilities, equipment (other than vehicles), and services required in the operation and management of CATS shall be furnished by Contractor unless CATS specifically identifies an element of equipment or aspect of service to be its responsibility.
2. **PERFORMANCE and SERVICE STANDARDS:** Contractor shall strive at all times to provide service in a manner that will maximize productivity and, at the same time, maximize customer service. Recognizing that the goals of productivity and customer service levels may conflict, the following standards are intended to be reasonably attainable by Contractor, fair to the customer, and consistent with CATS's expectations.
- a) At the option of CATS, CATS may enforce the penalties indicated for substandard performance. Failure to enforce any penalty for any such substandard performance shall not serve to invalidate said criteria nor preclude future enforcement of that penalty. CATS agrees that penalty for Performance Criteria #1 (Service Productivity "CATS Performance and Service Standards" table) will not be enforced for the first initial 90 days of the Contract.
 - b) Contractor and CATS shall periodically meet to evaluate performance of the system based upon the service standards.
 - c) If the standards are not fulfilling their intended purpose, they shall be adjusted based upon recommendations made by Contractor with concurrence and final decision by CATS.
 - d) Should it be found that Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by CATS to correct deficiencies in performance.
 - e) Should deficiencies persist, CATS may take whatever additional action is necessitated by the circumstances and provided for in the AGREEMENT of which this Scope of Services is a part. Below is the CATS on Demand services Standards listing, including criteria, standard and penalty. Any and all penalties will be applied to that month's invoice and deducted from the total amount due for that month.
 - f) Refer to Performance and Service Standards in the table below.

CATS PERFORMANCE and SERVICE STANDARDS			
Item #	Performance Criteria	Service Standard	Penalty
1.	Service Productivity	Annual Average of 1.5 Passenger Trips per Vehicle Service Hour (VSH)	Reduction of compensation by \$1.00 per VSH for each 0.1 VSH of the month in which performance is below the standard.
2.	On-time Performance	98% or better	\$100.00 for each month that performance is less than standard.
3.	Failure to Wait	Five (5) minutes after on-time vehicle arrival	\$100.00 per incident of failing to wait at least 5 minutes.
4.	Missed Trip	Arrival at pick-up location more than 20 minutes late or not at all	\$100.00 per incident
5.	Vehicle Cleanliness	As defined in SOW	\$100.00 per incident
6.	Complaints	More than 5 valid complaints in a calendar month	\$100.00 for each month that performance is less than standard.
7.	Driver Uniform	As defined in SOW	\$50.00 per incident
8.	Chauffer's License Certificates (or CDL if applicable)	100% of drivers and vehicles to have valid Chauffers' License certificates and/or CDL Licenses, if applicable	\$500.00 per incident of driver or vehicle in service without proper Chauffer's License Certificate (or CDL if applicable)
9.	Report Submission	State and Federal, as well as CATS, required reporting	\$100.00 for each month that reporting is submitted late or incomplete

3. **OPERATIONS MANAGEMENT:**

- a) Contractor shall provide operations management at a level and capability sufficient to oversee its functions and employees.
- b) Contractor shall designate and provide the services of a full-time Project Manager, subject to the approval of CATS, who shall provide overall management and supervision of CATS on Demand operations under the terms of the contract.
- c) The Project Manager shall work cooperatively with CATS ADA Manager in matters relating to service quality, providing operational and other data as described in this Scope of Services, responding to comments from CATS and the general public, and responding to specific requests for other assistance as the needs arise.
- d) Contractor shall assure CATS that the Project Manager designated for this project will not be replaced without the written consent of CATS. Should the services of the Project Manager become unavailable to Contractor, the resume and qualifications of the proposed replacement shall be submitted to CATS for approval as soon as possible, but in no event later than five (5) working days prior to the departure of the incumbent Project Manager, unless Contractor is not provided with such notice by the departing employee. CATS shall respond to Contractor concerning acceptance of the candidate for replacement Project Manager. Should the position of Project Manager remain unfilled for a period of thirty (30) days or more, CATS may deduct the Project Manager's compensation from Contractor's payments.
- e) The Contractor shall further designate one or more Operations Supervisor(s) to assist the Project Manager in carrying out all activities relative to CATS on Demand operations.

- f) The Project Manager will be physically located in Baton Rouge or another mutually agreed upon location. The Project Manager will be expected to remain at the facility or otherwise within CATS on Demand services area as appropriate to the maximum extent possible.
- g) At all times, the Project Manager or an Operations Supervisor designated to act for the Project Manager, shall be available either by phone or in person to make decisions regarding day-to-day CATS on Demand operations and provide coordination as necessary, and shall be authorized to act on behalf of Contractor regarding all matters pertaining to this Scope of Services. Contractor to respond within one (1) hour or sooner to such calls.

4. EMPLOYEE SELECTIONS AND SUPERVISION

- a) Contractor shall be responsible for the employment and supervision of all employees necessary to perform CATS on Demand operations. Such responsibilities shall include employee recruitment, screening, selection, training, supervision, employee relations, evaluation, retention and termination.
- b) The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees, as described by this Request for Proposal, and shall be solely responsible for the payment of all employees and or subcontractor wages and benefits.
- c) Without any additional expense to CATS, the Contractor shall comply with the requirements of employee liability, workers compensation, employment insurance, and social security.
- d) The Contractor is, at all times, an independent Contractor, and nothing in this Request for Proposals, nor in any Agreement, which arises as a result of the Request for Proposals, shall be construed to create a relationship other than that of independent Contractor and client.
- e) The Contractor's employees are not, nor at any time will they be considered, employees, or agents of CATS.

5. REQUIRED POSITIONS: Contractor shall provide the following minimum staffing positions.

- a) Contractor shall provide employees in sufficient numbers and with sufficient training in order to ensure the effective operation of the service at all times.
- b) Service quality is of the utmost importance to CATS. Consequently, Contractor must at a minimum meet the following staffing levels:
 - Project Manager – one (1)
 - Operations Supervisor – two (2)
 - Scheduling/Dispatch employees – two (2) scheduling / three (3) dispatch
 - Dispatch Supervisor – one (1)
 - Safety/Security/Training Supervisor – one (1)
 - Utility Worker – one (1)
- c) Contractor shall describe in their Proposal response the plans to provide for these positions, including the anticipated numbers of full and part-time employees by position.
- d) Staffing flexibility through job-sharing, non-traditional work hours, cross-training, and so forth, is encouraged, as long as the quality, availability, and integrity of the ADA Paratransit Services are not compromised.
- e) CATS expects these types of efficiencies to result in lower costs for these services compared to traditional staffing.

- f) If at any time Contractor fails to meet the minimum staffing levels required by CATS, the value of wages and benefits for the vacant position(s) will be deducted from the monthly payment due Contractor.
6. **MINIMUM QUALIFICATIONS FOR REQUIRED POSITIONS:** Contractor shall provide resumes for individuals proposed to fill the following required positions. The resumes should adequately describe the individuals background and experience, such that the CATS Proposal Evaluation Committee (PEC) can effectively assess the candidates capabilities to successfully fulfill the positions. Vendor to submit their company's policy with proposal regarding all training they will provide.
- a) **Project Manager (PM)** - The Project Manager must have a minimum of five (5) years' experience in public transportation operations, of which at least 2 years was in Paratransit Operations Management, and at least three years supervisory experience. A bachelor's degree in a transportation or related field is preferred but not required. The PM must have demonstrated experience in personnel management; fleet maintenance oversight; paratransit scheduling and dispatching; and project administration, including liaison with a client. Professional references should be provided with the candidate's resume that will reflect upon the candidate's experience in the qualified transportation professional is provided. CATS will interview this person for the purpose of ensuring that an experienced and qualified paratransit transportation professional is provided.
- The PM shall be assigned full-time to the management of CATS ADA Paratransit Services. The PM must demonstrate, by decision and action, competence in all aspects of CATS ADA services. The PM, or his/her delegated representative, shall be available to make decisions or provide coordination, as necessary, at the request of CATS at all times. Contractor shall commit the services of the PM for the duration of the contract term, and shall not re-assign the PM without the written approval of CATS. The PM is not required to reside within the CATS on Demand services area, but must be capable of responding within one (1) hour driving time in order to provide effective management of these services. Contractor will not, without prior written notice to and the consent of CATS, remove or re-assign the PM at any time prior to or after execution of the Contract.
- b) **Operations Supervisor or Equivalent** - The proposed Operations Supervisor shall have a minimum of three (3) years of experience in the operations of paratransit systems. At least two (2) of these years of experience must have been in a supervisory capacity. The proposed candidate should have demonstrated experience with operation scheduling; industry-best operation practices, and operation personnel management. The proposed Operations Supervisor must be fully qualified and experienced with the operation of all aspects of the system. This person will be authorized to make operational decisions in the PM's absence.
- c) **Scheduling and Dispatching Supervisors (or Equivalent)** - The proposed Scheduling and Dispatching Supervisors shall have a minimum of three (3) years of experience with the reservation intake, trip scheduling, and vehicle dispatching functions of the provision of paratransit service. At least one (1) of these years of experience shall have been in a Lead Dispatcher or supervisory role. The proposed candidates should have demonstrated experience

in the provision of ADA-regulated paratransit service, and should be fully knowledgeable of all applicable ADA regulations. The proposed candidates should be fully experienced with any automatic scheduling and dispatching program that Contractor may include in their proposal response. A supervisor will be available and within the paratransit service area at all times, when vehicles are in service.

- d) **Reservation and Dispatching Personnel** – Contractor will be required to employ personnel to perform trip reservation and dispatching duties. These employees will be required to attend sensitivity and customer service training annually. Contractor will ensure that there are staff in Contractor’s office at least one-half hour before the first scheduled pick-up, and at least one-half hour after the final scheduled drop-off, and will provide proof to substantiate this requirement.
- e) **On-Street Supervision** – Contractor must provide personnel to conduct on-road, planned, and random supervision of driver performance. These persons may perform other functions as well, such as investigating accidents and providing road supervision assisting with the preparation of required reports. All Supervision staff will be required to attend sensitivity and customer service training annually, totaling at least eight (8) hours per year.
- f) **Clerical and Support Staff** - Contractor must have adequate clerical and support staff to perform administrative and non-operations assignments. Office staff will be required to attend sensitivity and customer service training annually.
- g) **Drivers** – Contractor shall provide a sufficient number of drivers who have been properly trained in all aspects of the ADA Paratransit Services in order to insure consistent, safe, and reliable operation of the service. Contractor shall determine the number of drivers, and whether they are full-time or part-time employees. Drivers/Operators will be required to attend sensitivity and customer service training annually. Contractor shall make provisions for trained back-up drivers to insure consistent service delivery. Contractor shall ensure that each driver has met the minimum requirements listed below, and CATS will require documents to show these requirements are met:
 - 1) Drivers must possess a current Louisiana Driver’s License of the class required for the operation of the vehicle they are assigned to drive, and must possess any and all other licenses, permits, and/or endorsements required by applicable Federal, State, and Local regulations (*Note: a Chauffeur licenses is required when driving CATS 12-passenger vans.*)
 - 2) All drivers must have a safe driving record with no more than one (1) moving violation for the last five (5) years prior to submitting an employment application to drive for this program;
 - 3) If her/his license has ever been suspended or revoked, a driver applicant must have the last two (2) full subsequent years with no violations;
 - 4) Drivers must have completed a criminal background check (cost to be paid by Contractor);
 - 5) A driver must not have been convicted of a felony;
 - 6) Drivers must have passed a pre-employment drug screen, and participate in a U.S. Department of Transportation (USDOT) compliant drug/alcohol testing program (all at no cost to CATS);
 - 7) Drivers shall be trained and qualified to operate any vehicle in the CATS paratransit fleet;

- 8) Drivers shall have an accurate timepiece on their person at all times, while in revenue service.
- h) **Maintenance and Service Staff** – Contractor shall provide personnel to conduct any service duties that are the responsibility of the Contractor. These duties include Contractor’s staff to clean the vehicles.
7. **PERSONNEL POLICIES:** Contractor shall implement effective personnel policies so as to be in compliance with all applicable Federal, State, and Local labor and regulatory provisions at all times.
- a) **Employee Compensation Plan** CATS desires that the ADA paratransit service continue to be delivered without interruption or disruption. CATS further recognizes the need for a consistent, high quality, and highly qualified workforce to achieve this goal. Contractor is encouraged to implement an employee compensation plan that will address this concern, and that will allow for consistent staffing of all required positions. Contractor should address the subject of employee compensation in sufficient detail in the Proposal response, in order to permit CATS to gauge the effectiveness of the Contractor’s proposed personnel retention program.
- b) **Driver Screening:** Contractor shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Louisiana Department of Motor Vehicles license check and physical examination sufficient to meet all applicable requirements for CATS vehicle operations. The costs of meeting these requirements shall be paid by Contractor.
- c) **Drug & Alcohol:** Contractor shall develop, implement, and maintain an employee substance abuse/alcohol abuse-testing program, subject to CATS approval, for all employees in safety-sensitive positions including personnel engaged in the operation, and control of CATS vehicles and equipment. Such program will meet all applicable federal requirements promulgated to implement the Omnibus Transportation Employee Test Act of 1991 and related supplements and amendments. The Contractor will be part of CATS Drug & Alcohol Safety Sensitive Random Testing and responsible for tracking all paperwork required for the annual MIS report in March of each year.
- d) **Limited English Proficiency:** Contractor shall be responsible to recruit a sufficient number of multi-lingual employees and/or to provide multi-language assistance to the public to ensure that the Limited English Proficiency Compliance requirement under Title VI of the Civil Rights Act of 1964 is met.
- e) **Civil Rights:** Contractor shall at all times comply with applicable state and federal employment laws, including Title VI of the Civil Rights Act of 1964, as amended.
8. **TRAINING OF DRIVERS AND OPERATIONS PERSONNEL**
- a) Contractor shall develop, implement, and maintain a comprehensive formal training and retraining program that shall be subject to review and approval by CATS.
- b) CATS reserves the right to include CATS personnel in the Contractor’s training program.
- c) An outline of the training program shall be submitted to CATS with Proposal, and periodic updates, as applicable, shall be submitted to CATS when updated.

- d) **Training Program:** The Contractor's training program shall be on file in the office of CATS ADA Manager. All drivers, dispatchers, telephone information personnel, and supervisors shall participate in the program.
- e) **Training Hours / Refresher Training:** Contractor shall implement and maintain a specific training and retraining program for all drivers presented by an instructor duly authorized to provide such training. CATS expects drivers to have a **minimum of eighty (80) hours of initial training** prior to operating a CATS Paratransit vehicle. CATS is also requiring that all operators receive refresher training annually. The driver-training program shall include, but not be limited to, the following minimum components. This is not exclusive, but provides a minimum basis for training:
 - 1) Vehicle Components and Familiarization;
 - 2) CATS Guidelines;
 - 3) Service Area Familiarization;
 - 4) Defensive Driving;
 - 5) Radio Procedures;
 - 6) Transporting Special Needs Passengers (Including Mobility Device Securement);
 - 7) Sensitivity Training;
 - 8) Customer Service/ Passenger Relations;
 - 9) Pre- and Post-Trip Requirements;
 - 10) Emergency Procedures.
- f) **Training Hours /Classroom and Behind the Wheel:** The drivers training program must include both classroom and behind-the-wheel components. In addition, drivers must receive on-going, in-service training totaling at least eight (8) hours per year, with at least one session presented each quarter. At least once every six (6) months, a supervisor, through an on-board evaluation check-ride, shall evaluate each driver. Contractor shall also be required to conduct such an in-service evaluation of a driver, as requested by CATS.
- g) **Driver Applicants with Previous Experience:** Driver candidates with prior transit and/or paratransit experience may be presented an abbreviated training curriculum provided, however, only provided that these drivers demonstrate proficiency and understanding of all aspects of the complete drivers' training program.
- h) **Formal Training Certificate:** All drivers shall be certified as having completed Contractor's formal training course for new drivers as approved by CATS, and be licensed with a valid Louisiana Chauffeur's License (as applicable) with appropriate certification(s) and medical card. CATS reserves the right to periodically check the license status of Contractor's drivers to ensure compliance.
- i) **Employee Handbook:** Contractor shall prepare and furnish to CATS for approval prior to initiation of service an Employee Handbook, which will be provided to all drivers, dispatchers, telephone operators, and supervisors and shall include, at a minimum, the following subject areas: driver's rules; accident/incident policies; radio policies and procedures; fare policies and procedures; fog and inclement weather policy; vehicle inspection, reporting procedures and pertinent sample forms; federal mandated Drug and Alcohol/Drug Free Work Place Policies.

- j) **Customer Service and Sensitivity Training:** Contractor shall prepare and furnish to CATS for approval prior to initiation of service a Customer Service and Sensitivity Training Program. Dispatchers, telephone operators, supervisors, and any other personnel who may from time to time be assigned to provide telephone information on the paratransit telephone reservation lines shall be trained and annually re-trained in customer relation skills, telephone manners, accident/incident procedures, fares, paratransit reservation procedures, and operating policies. Operations control personnel assigned to paratransit trip scheduling and vehicle dispatching duties shall have a detailed knowledge of applicable procedures and professional techniques.
- k) **Uniform Behavior:** Contractor's employees shall not transact other than incidental personal business while in uniforms identifying them as CATS representatives, and they shall not purchase, possess or consume intoxicating beverages or contraband while in uniform, nor are they to act in any inappropriate manner.

9. DRIVER'S RESPONSIBILITIES

- a) Drivers will, when requested by CATS, hand out notices to passengers or otherwise render assistance in CATS's customer relations, promotion, monitoring, and supervisory functions.
- b) Drivers are to conduct a "pre-trip" vehicle inspection prior to starting service every day.
- c) Drivers will be required to honor special passes; collect, cancel and/or validate passes and tickets as determined by CATS. Drivers will verify that correct cash fares are collected. Drivers will record ridership information in accordance with National Transit Data (NTD) reporting procedures.
- d) When working for the ADA Paratransit Program, Contractor's employees may not have weapons of any kind in their possession or on the vehicles.
- e) CATS promotes and supports a smoke-free work environment. Smoking will not be allowed in the vehicles or in the Contractor's facility at any time.
- f) **Cell Phones:** Vehicle operators are not allowed to use cell phones while driving or while passengers are on board, boarding or alighting the vehicles.
 - This includes use of hands free cell phone devices adaptations (for example Bluetooth devices).
 - This also includes texting. Cell phones distract vehicle operators from the job they are performing and personal calls and texting are not allowed under any circumstances while driving, while passengers are on board or boarding and/or alighting.
 - Any cell phone devices the driver may carry while on the job must be turned off (not on "silent mode" or "vibrate mode") while the driver is in revenue service to CATS On-Demand. If cell phones are distributed by the CONTRACTOR for use in service instead of radios, then the phones will only be used for service related issues.
 - In addition to the above, it is the CONTRACTOR'S responsibility to make sure vehicle operators follow any state and/or local laws governing the use of cell phones, whether hand-held or hands-free for talking or for texting.

10. UNIFORMS

- a) Drivers and other operating staff shall be in uniform at all times while in service or otherwise on duty.
- b) Contractor shall provide driver uniforms to its employees.
- c) The design, type, and logo of the uniforms shall be subject to CATS approval, and must be unique to CATS.

- d) Uniforms cannot be generic to Contractor's company.
- e) Drivers shall be required to maintain a neat and clean appearance at all times while on duty.
- f) Proposers are to submit a photo of their uniforms with proposal, along with their uniform policy.
- g) A sample uniform should be submitted within 3 days of CATS request, if necessary.
- h) A CATS logo must be included on the uniform for use only when operating CATS Paratransit Services.

11. SAFETY AND SECURITY PROGRAM

- a) Contractor shall assume full responsibility for assuring that the safety of passengers, operations personnel, and CATS vehicles and equipment are maintained at the highest possible level throughout the term of this AGREEMENT.
- b) Contractor shall comply with all applicable FTA and OSHA requirements.
- c) Contractor shall develop, implement, and maintain in full compliance a formal safety illness and injury prevention program including periodic safety meetings, participation in safety organizations, safety incentives offered by Contractor to drivers and other employees, and participation in risk management activities under the auspices of Contractor's insurance carrier or other organization.
- d) Contractor shall provide a copy of said Safety Program, and subsequent program update as well as safety meeting notice/minutes and safety communications to CATS with proposal.
- e) Contractor will require all drivers, dispatch/control room personnel, and supervisors to participate in the safety program.
- f) Contractor shall develop, implement and maintain Security and Emergency Management Program in accordance with the State and Federal provisions. Contractor shall provide a copy of said Security and Emergency Management Program with proposal and provide program updates to CATS subsequently.

12. ROAD SUPERVISION

- a) Contractor shall provide road supervision as necessary to monitor drivers and vehicles and assist drivers in revenue service.

13. ACCIDENT, INCIDENT AND COMPLAINT PROCEDURES

- a) Prior to initiating services under this agreement, Contractor shall develop, implement and maintain formal procedures, subject to CATS review and approval, for response to accidents, incidents, service interruptions, and complaints. Such occurrences to be addressed include, but are not limited to: vehicle accidents, passenger injuries, passenger disturbances, in-service vehicle failures, lift failures of vehicles in service, and paratransit vehicles operating more than thirty (30) minutes behind promised schedule.
- b) All traffic accidents involving transit system vehicles, irrespective of injury, shall be reported to the Baton Rouge Police Department, East Baton Rouge Sheriff's Department or Louisiana State Police, as appropriate.
- c) Contractor will advise such agency of the accident and request a police unit to investigate the accident.
- d) CATS ADA Manager shall be notified in writing by Contractor of all accidents and incidents resulting in loss or damage to CATS property within 24 hours.
- e) In cases involving injury, Contractor shall notify CATS ADA Manager **immediately**. In the event CATS ADA Manager is not available, Contractor shall notify CATS Chief Operating Officer **immediately** upon receipt by Contractor of such information.

- f) In the event of vehicle accidents in which Contractor's driver is found to be at fault, CONTRACTOR shall be responsible for all monetary damages associated with the repair or replacement of CATS paratransit vehicles.
- g) In the event that traffic citations are issued to Contractor's drivers during the operation of CATS paratransit vehicles, Contractor is responsible for the payment of citation fees to the appropriate agency. In the event CATS is notified regarding non-payment of traffic citations by Contractor, CATS will deduct the amount from the monthly payment due Contractor, and will continue to do so for every month the citation is not paid, including any additional costs associated with the citation.

14. VEHICLE SCHEDULING AND DISPATCHING

- a) Contractor shall utilize a systematic, computer-assisted method to schedule and transport passengers using paratransit vehicles. The method should be capable of accommodating advanced reservations and integrating all demand for service into efficient vehicle tours that maximize productivity and assure service quality to levels described in this Scope of Work.
- b) Contractor shall provide an adequate fixed number of persons to staff the paratransit scheduling and system vehicle dispatching functions. These persons shall also be responsible for maintaining radio control with all vehicles in service and for maintaining the daily dispatch log to be proposed by Contractor.
- c) Contractor shall only transport ADA-eligible passengers approved through CATS under CATS eligibility requirements on CATS-owned paratransit vehicles for CATS personnel.

15. OPERATIONS FACILITY

- a) Contractor shall be responsible for securing, establishing and maintaining a facility for the operation and administration of CATS. With the approval of CATS, such facility may be shared with operation of similar services for another client agency. At a minimum any CATS on Demand operations facility shall have the following:
 - Secure facility housing the operations/dispatch center, vehicle storage yard for CATS vehicles and administrative offices. A facility that is located in Baton Rouge or no more than three (3) miles outside Baton Rouge city limits, or which has been agreed to in writing by CATS. Adequate area to clean the vehicles in accordance with the Agreement.
 - A security-fenced, paved and lighted area for overnight vehicle parking with adequate space for all vehicles.
 - Adequate appropriately equipped space for administrative personnel, dispatching and information staff, driver lounge or ready room, and training/safety meetings.
 - A furnished control room, including maps, cue boards, time clock, adequate desks, tables, chairs and other equipment as may be appropriate.

16. TELEPHONE RESERVATION AND INFORMATION SYSTEM

- a) Contractor shall provide telephone equipment and all telephone information and dispatch personnel necessary to effectively respond to incoming calls at a quality and level consistent with CATS patron demand, and in strict accordance with the operating days and hours set forth by CATS, or any future revisions thereto.
- b) Contractor shall make special efforts to respond to telephone service and information requests from deaf or non-English speaking patrons of CATS. Contractor will provide TDD equipment for communications with deaf patrons, and will provide bilingual telephone information personnel or

- assistance for at least eight hours per operating day. An answering machine shall be available for recording trip requests for the paratransit service when the administrative and dispatch offices are closed.
- c) Contractor will provide its own telephone system using the current **CATS reservations numbers of (225) 239-2550, (800) 737-1813 (Spanish language) and a TTY number of (800) 846-5277.** Upon termination of the Agreement of which this Scope of Services is a part, CATS reserves the rights to CATS telephone numbers as indicated above herein, and Contractor agrees to transfer of said telephone numbers and client contact listing in a useable format.
 - d) Contractor will be required to provide an Automatic Call Sequencer unit which will answer all service request calls, hold the calls in a queue if they cannot be immediately answered by a reservation agent or scheduler, and cause the calls in queue to be answered in the order in which they were received. The Sequencer unit shall capture and allow for the reporting of data on telephone system performance, including, but not limited to: **1) total calls received; 2) total of abandoned calls; 3) average time on hold; and 4) maximum time on hold,** which shall be reported monthly to CATS.
 - e) In the event the telephone reservation system used by Contractor is out of service, Contractor must provide immediate notification to the CATS ADA Manager. Proposer must identify a backup telephone system/customer communication process in the event that the regular telephone system is out of service.

17. FARES AND FARE COLLECTION

- a) CATS shall establish all fares of any kind or character to be paid by CATS patrons.
- b) Contractor shall ensure that each patron pays the appropriate fare prior to being provided transportation service.
- c) All cash fares will be paid by patrons in the exact amount due for their appropriate fare classification.
- d) Contractor will collect or otherwise process in the manner directed by CATS all non-cash fares (tickets, passes and like).
- e) All fares collected are the sole property of CATS.
- f) Contractor shall, in accordance with a procedure specified by CATS, account for revenues collected on transit vehicles and weekly deposits of such revenues on an acceptable basis into a local bank account approved by CATS for that purpose.
- g) CATS reserves the right to audit fare revenue collection and accounting at reasonable times without prior notification to Contractor.

18. TICKET SALES

- a) CATS may elect to sell or provide tickets to CATS patrons.
- b) Contractor shall collect, record, and deposit ticket sales according to instructions of CATS.

19. FARES, BOOKS, RECORDS, AND REPORTS

- a) Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for CATS under this AGREEMENT on file for at least five (5) years following the date of final payment to the Contractor by CATS.
- b) Any duly authorized representative(s) of CATS shall have access to such records for the purpose of inspection, audit, and copying at reasonable times, during Contractor's usual and customary business hours. Contractor shall provide proper facilities to CATS representative(s) and CATS shall be permitted to observe and inspect any or all of Contractor's facilities and activities during

- Contractor's usual and customary business hours for the purposes of evaluating and judging the nature and extent of Contractor's compliance with the provisions of this AGREEMENT. In such instances,
- c) CATS representative(s) shall not interfere with or disrupt such activities.
 - d) Contractor shall collect, record, and report to CATS on a monthly and annual basis all accounting data for CATS operation in accordance with Level C of the Uniform Financial and Reporting Elements (FARE) as required under **National Transit Database (NTD)** of the Federal Transit Administration, as now in force or may hereafter be amended. All worksheets and detail information used to prepare this report shall be available to CATS within one month after the close of the applicable quarter.
 - e) Contractor shall collect, record, and report on a monthly basis all operational data required by CATS in a format approved by CATS. Such data shall include, but is not limited to: statistics required under the National Transit Database (NTD) of the Federal Transit Administration, as amended; for paratransit services passenger count data by fare category, vehicles hours, vehicle miles, vehicle revenue hours, vehicle revenue miles, passengers per hour, wheelchair boarding and paratransit passenger no-shows and cancellations. Contractor shall provide passenger mile sampling data in accordance with a method approved by the FTA for NTD purposes. The following information is required on a monthly basis:
 - 1) A summary of services provided;
 - 2) The Total Service Hours by Contract;
 - 3) A summary of trips by Contract, and any trip denials;
 - 4) A summary of client ride-time for twenty-five (25) randomly sampled trips;
 - 5) The accidents and incidents reported (the number of accidents and incidents, a brief description of each accident and incident, and what action was taken);
 - 6) All complaints and commendations received by the Contractor;
 - 7) The list of cancellations;
 - 8) The list of "no shows";
 - 9) The Total Revenue Service Miles;
 - 10) The Total Non-Revenue Service (Deadhead) Miles;
 - 11) The monthly listing of trips per passenger;
 - 12) A complete list of all trips that were more than fifteen (15) minutes late;
 - 13) A list of all completed trips;
 - 14) A complete list of all passenger trips that exceeded the 60-minute in-vehicle ride-time performance standard;
 - 15) A summary of driver pay hours;
 - 16) A summary of all staff training that occurred during the previous month;
 - 17) A summary of DBE participation; and
 - 18) A monthly driver performance monitoring report.

NOTE: All above stated reports are to remain confidential between CATS and Contractor. This information is not to be dispersed to any other individual or firm. Any such requests for this information shall be forwarded to CATS Project Manager for his/her handling. (i.e., Media requests or public records request, etc.)

- f) **Accounting** - All costs incurred in connection with this project, and any relevant financial records and documents, shall be recorded in accounts separate from those used for other business activities, and in conformance with the guidelines of CATS. The Contractor shall submit a monthly invoice to CATS for the services rendered during the reporting period. The invoice shall be delivered to CATS

- no later than the 10th of the following month. Such back-up records and documents necessary for CATS to verify the validity of the charges shall support invoices.
- g) **National Transit Database (NTD)** - It shall be the responsibility of the Contractor to collect National Transit Database (NTD) data and other pertinent ridership information as requested by CATS. The NTD requirements entail a high level of financial and operational data collection, including on-board operational data sampling (approximately one (1) per week) utilizing FTA-recommended sampling techniques or by collecting 100% of the data. The Contractor shall coordinate with, and provide required data to, CATS, which is responsible for the preparation and submission of the NTD report. All source documents shall be maintained by the Contractor for three (3) years following final payment, and may be audited by the FTA at any time within this period.
 - h) **FTA Triennial Review and other Reviews (or Audits)** – The Contractor shall support CATS, as needed, in any Federal Transit Administration Triennial Reviews (or other state and federal reviews), which occur during the term of this Contract, including any extensions thereof. The Contractor’s support may include, but is not limited to, the following: collection of data, preparation of reports, participation in interviews and on-site data reviews, and investigation and preparation of responses to Triennial Review findings.
 - i) **Vehicle Activity:** Information concerning vehicle activity for Paratransit service shall be collected daily on the driver's log, route drivers report, dispatch log, and/or other forms as developed by Contractor and approved by CATS, and shall be summarized daily on the Operations Summary.
 - 1. The **operations data** shall be collected and compiled daily, weekly, monthly, quarterly, and annually; and shall provide reports according to the mode and total system. Individual totals shall be provided for weekdays, Saturdays and Sundays.
 - 2. **Daily logs, reports, and summaries** shall be available for CATS review at the operations facility by 3:00 PM of the next business day following data collection. Actual cash count reconciliation reports shall be available for CATS review by 10:00 a.m. of the next business day following data collection. Monthly reports shall be forwarded to CATS no later than the 10th of the following month.

20. SUBSTITUTION OF EQUIPMENT

- a) It is the responsibility of Contractor to take all steps required to maintain the safe and operable condition of vehicles provided for service by CATS. In the event of damage to an ADA paratransit vehicle (i.e., traffic accident, mechanical failure) that requires the vehicle’s removal from service, if the cause of the vehicle’s removal is deemed to be the fault of Contractor or its agents, Contractor will provide a substitute vehicle until the CATS vehicle is returned to service. The operation of the substitute vehicle will be provided **at no cost to CATS**. The determination of a vehicle’s condition for use in service will be made at the discretion of CATS. Substitute vehicles provided by Contractor must meet all applicable standards for ADA service operation provided under this contract.
- b) It is also the responsibility of Contractor to take all steps required to maintain the safe and operable condition of support equipment provided for service by CATS, or provided by the Contractor for the purpose of compatibility with CATS operational technology (i.e., on-vehicle dispatching tablets). In the event of damage to support equipment that requires the equipment’s removal from service, if the cause of the equipment removal is deemed to be the fault of Contractor or its agents, Contractor will provide substitute equipment until the damaged equipment is returned to service. The use of the substitute equipment will be provided at no cost to CATS. The determination of any equipment’s condition for use in service will be made at the discretion of CATS. Substitute

equipment provided by Contractor must meet all applicable standards for ADA service operation provided under this contract.

21. SYSTEM PROMOTION

- a) Contractor shall not be responsible to initiate any advertising or promotional activities on behalf of CATS of any kind or character. Contractor shall, however, cooperate with CATS in any such activities initiated by CATS by making available needed equipment, facilities, and personnel at no cost or expense to CATS. Contractor also shall dispense CATS informational publications, respond to patron requests for information, act as liaison and provider of information with and to community agencies and groups, and do all other things to assist and support CATS's advertising and public informational efforts.

22. SYSTEM RECOMMENDATIONS

- a) Contractor shall continually monitor CATS on Demand operations, facilities, and equipment; and shall, from time to time and as warranted, advise CATS and make recommendations to it based upon observed deficiencies and needed improvements. CATS shall retain all authority, however, to make determinations and to take action on such recommendations.

23. EMERGENCIES; NATURAL DISASTERS

- a) In the event of a declared emergency or natural disaster, Contractor shall make available, to the maximum extent possible, CATS vehicles and facilities to assist CATS in ameliorating such incidents. To the extent CATS requires Contractor to provide such emergency vehicles and facilities, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate as described hereinabove.

24. VEHICLE MAINTENANCE, SERVICING AND, STORAGE

- a) All preventative and heavy maintenance tasks will be performed by Contractor personnel at the Contractor facility.
- b) The Contractor will email the odometer readings on CATS vehicles at the end of the day to CATS' Director of Maintenance, Maintenance Manager and Maintenance Coordinator.
- c) Any Maintenance Issues and/or Road Calls shall be reported via email to the Director of Maintenance, Maintenance Manager and Maintenance Coordinator.
- d) Fueling of ADA Paratransit vehicles will be performed by Contractor personnel only.
- e) Interior and exterior cleaning of ADA Paratransit vehicles will be performed by Contractor personnel at the Contractor facility in accordance with standards established by CATS.
- f) Contractor shall be responsible for all preventative and heavy maintenance of the vehicles and associated equipment required in connection with the operation of the ADA Paratransit Services. Contractor shall provide all labor, lubricants, solvents, repairs, parts, supplies, and maintenance tools and equipment facilities and services required needed to fulfill these maintenance responsibilities.
- g) Contractor is responsible for replacement of any keys lost, misplaced or stolen.

25. DAILY DRIVER'S INSPECTION for CATS vehicles only

- a) Prior to vehicle operation, the driver shall inspect each vehicle daily to ascertain that it is in safe condition, it is equipped as required by all provisions of law, and all equipment is in good working order. The requirement to perform a daily pre-trip inspection applies to all drivers of all paratransit

vehicles, without exception. This task is not to be delegated to someone other than the driver, such as to a mechanic who may arrive at work early to start all of the vehicles and "check them out".

- b) The Drivers Daily Vehicle Inspection Report is not required to be submitted or otherwise documented until the end of the driver's work period. This is so that any defects that become apparent during the course of the work period can be included in the report. This report is required whether or not any defects are found.

26. VEHICLE CLEANING

- a) Contractor shall maintain CATS vehicles as well as Contractor vehicles in a clean and neat condition at all times.
- b) The Contractor will be responsible for cleaning the vehicles. The Contractor will clean vehicle interior and exterior on a daily basis. Exterior washing shall include vehicle body, all windows and wheels. Rubber or vinyl exterior components such as tires, bumper fascia, fender skirts and door edge guards shall be cleaned and treated with a preservative at least once per month, or as necessary to maintain an attractive appearance.
- c) The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day. Vehicles shall be swept and dusted daily. Interior panels, windows, and upholstery shall be cleaned of marks as necessary. The interiors of all vehicles shall be more thoroughly washed on a daily basis, including all windows, seats, floor, stanchions, and grab rails. All foreign matter such as gum, grease and dirt shall be removed from interior surfaces during the interior cleaning process. Any damage to seat upholstery and graffiti shall be repaired/removed immediately upon discovery, and Contractor shall notify CATS of damage upon discovery of same. Ceilings and walls shall be thoroughly cleaned at least twice per month, or more often as necessary.
- d) Proposers must address how they intend to clean vehicles in their response Proposal, and summarize their Vehicle Cleaning Program. CATS will conduct periodic vehicle inspections and will require the Contractor to clean dirty vehicles upon request. Vehicles found to be dirty will be subject to penalties described elsewhere in this RFP.
- e) Vehicles shall be kept free of vermin and insects at all times. Contractor shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe and non-hazardous materials. (Contractor may have to utilize a professional exterminator, depending on La. State laws.)

27. TURNOVER PROCEDURE

- a) This procedure is designed to determine the condition of CATS vehicles and equipment at the time of turnover between Contractors. This Turnover Procedure shall be implemented toward the end of the current contract term and prior to the commencement of the new contract. At CATS' option, a Turnover Inspection may be implemented with or without a change in Contractors.
- b) **Transition to Subsequent Contractor** - In the event of a change in Contractors as a result of the solicitation process, Contractor must cooperatively participate in the transition of this service to a new Contractor, if necessary. No less than forty-five (45) calendar days prior to the start of a new contract, current Contractor, successful Proposer, and CATS shall meet. The 45-day period of time prior to the Contract expiration date is defined as the Transition Period. The Contractor shall participate in the smooth transition of service to a new provider in such a manner as to ensure that the transition results in minimum service disruption to operations. All parties shall be represented by authorized personnel at this Pre-Audit Meeting. The purpose of the Pre-Audit Meeting shall be to set guidelines for procedure during the Initial Audit. Procedures shall be agreed upon and

- confirmed in writing by all parties within 5 working days of the Pre-Audit Meeting. The new Contractor/Provider will be provided the list of clients prior to, or during, the transition period.
- c) During the transition phase, CATS staff will conduct several meetings with the incumbent and new providers to discuss specific operations, records, and vehicle transition events, as well as, the timeframe in which they must occur.
 - d) As requested by CATS, the incumbent Contractor must make pertinent records accessible to both CATS and the new provider within fifteen (15) business days of request.

Initial Audit

- a) Current Contractor, Successful Proposer, and CATS shall meet 45 days prior to turnover at the Contractor's facility. All parties shall be represented by authorized personnel at this Initial Audit. Contractor shall make available their current facility and such personnel necessary to move vehicles and operate hoists. Contractor shall make available records, daily driver inspections, and other records as appropriate. Contractor, successful Proposer, and CATS shall cooperate fully during the Initial Audit as set forth in the guidelines determined at the Pre-Audit Meeting.

Turnover Audit

- a) Several days prior to turnover, CATS, Contractor, and successful Proposer, shall meet to physically re-examine every vehicle. Records shall be kept, and made available to CATS, documenting items that have been repaired since the Initial Inspection. Current condition of every vehicle shall be determined and documented. All parties shall be provided draft results of this inspection at the conclusion of the Turnover Audit.

28. TERMS OF PAYMENT: Payment shall be made by CATS to Contractor for performance of the services set forth in this Agreement as follows:

- a) Variable Costs – The Contractor shall be paid a fixed hourly rate for each Vehicle Service Hour operated during the calendar month. (See the definition of Vehicle Service Hour in “Definitions” herein.) The hourly rate shall be in consideration of the cost of performing those services set forth in this Scope of Work, each month according to the level of service operated.
- b) Fixed Costs – The Contractor shall be paid a monthly amount that equates to one-twelfth (1/12) of the total fixed costs that are identified in the Contract.
- c) Invoicing - Not later than 10 days after the end of each month during the term of this Agreement, the Contractor shall submit to CATS a statement of services rendered during the preceding month and an invoice for these services as set forth above. The monthly invoice shall be accompanied by submission of the Monthly Summary Report as described herein. After verification of the statement, CATS shall attempt to pay the amount due to the Contractor on or within 30 days of which the statement has been submitted.
- d) Fare Revenues: All Passenger fare revenues are the property of CATS. The Contractor shall develop appropriate procedures for the secure handling of these revenues, such that they are safely transferred daily to CATS. These procedures must be submitted with Proposal to CATS for review.